
State:	District of Columbia	Filing Company:	New Hampshire Insurance Company
TOI/Sub-TOI:	09.0 Inland Marine/09.0005 Other Commercial Inland Marine		
Product Name:	StorSmart Insurance Program / 151640868		
Project Name/Number:	StorSmart Insurance Program/AIG-16-IM-03		

Filing at a Glance

Company:	New Hampshire Insurance Company
Product Name:	StorSmart Insurance Program / 151640868
State:	District of Columbia
TOI:	09.0 Inland Marine
Sub-TOI:	09.0005 Other Commercial Inland Marine
Filing Type:	Form
Date Submitted:	11/11/2016
SERFF Tr Num:	AGNY-130787701
SERFF Status:	Assigned
State Tr Num:	
State Status:	
Co Tr Num:	AIG-16-IM-03
Effective Date	On Approval
Requested (New):	
Effective Date	On Approval
Requested (Renewal):	
Author(s):	Angela Caraballo
Reviewer(s):	Angela King (primary)
Disposition Date:	
Disposition Status:	
Effective Date (New):	
Effective Date (Renewal):	

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General Information

Project Name: StorSmart Insurance Program	Status of Filing in Domicile: Not Filed
Project Number: AIG-16-IM-03	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 11/14/2016	
State Status Changed:	Deemer Date:
Created By: Angela Caraballo	Submitted By: Angela Caraballo
Corresponding Filing Tracking Number: AGNY-127742850	

Filing Description:

New Hampshire Insurance Company submits for your review and approval a set of endorsements and a revised rating manual for use with their StorSmart Program, on file with your Department under filing no. CHS-11-IM-08, Serff Tracking No. AGNY-127742850.

Please refer to the explanatory memorandum and blacklines for information about the forms included in this submission.

The corresponding rates/rules are exempt from filing requirements pursuant to §31-2704.

Company and Contact

Filing Contact Information

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State Filings Division	
Brooklyn, NY 11201	

Filing Company Information

New Hampshire Insurance Company	CoCode: 23841	State of Domicile: Illinois
175 Water Street	Group Code: 12	Company Type:
18th Floor	Group Name: AIG	State ID Number:
New York, NY 10038	FEIN Number: 02-0172170	
(212) 458-5000 ext. [Phone]		

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	

SERFF Tracking #:

AGNY-130787701

State Tracking #:

Company Tracking #:

AIG-16-IM-03

State: District of Columbia

TOI/Sub-TOI: 09.0 Inland Marine/09.0005 Other Commercial Inland Marine

Product Name: StorSmart Insurance Program / 151640868

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Filing Company:

New Hampshire Insurance Company

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		Flood Coverage Endorsement	123068	(07/16)	END	New			0.000	123068 (07-16) Flood Coverage Endorsement.pdf
2		Mold or Mildew Coverage Endorsement	123072	(07/16)	END	New			0.000	123072 (07-16) Mold or Mildew Coverage Endorsement.pdf
3		Personal Property Replacement Cost Endorsement	123075	(07/16)	END	New			0.000	123075 (07-16) Personal Property Replacement Cost Endorsement.pdf
4		District of Columbia Certificate of Storage Insurance	108021	(10/16)	CER	Replaced	Previous Filing Number:	CHS-11-IM-08		108021 (10-16) DC Certificate of Storage Insurance (w vermin).pdf
							Replaced Form Number:	108021 (4/11)		
5		District of Columbia Certificate of Vehicle Storage Insurance	123239	(10/16)	CER	New				123239 (10-16) DC Certificate of Vehicle Storage Insurance.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

This endorsement forms a part of the CERTIFICATE OF STORAGE INSURANCE issued by
New Hampshire Insurance Company.

FLOOD COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

CERTIFICATE OF STORAGE INSURANCE

I. The following is added to **ADDITIONAL COVERAGES:**

Flood

We will pay up to the "Limit of Coverage" elected by the Insured as shown in the "Election Agreement" under this Policy to cover loss or damage by Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not to insured property while in the enclosed storage space

II. Subparagraph e. of Paragraph 2. of **EXCLUSIONS is deleted in its entirety and replaced with the following:**

- e. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not (except as provided under **ADDITIONAL COVERAGES**).**

All other terms and conditions of this Certificate remain the same.

Authorized Representative

123068 (07/16)	Includes copyrighted material of Insurance Services Office, Inc with permission.	Page 1 of 1
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ENDORSEMENT

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

This endorsement forms a part of the CERTIFICATE OF STORAGE INSURANCE issued by
New Hampshire Insurance Company

MOLD OR MILDEW COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

CERTIFICATE OF STORAGE INSURANCE

I. The following is added to **ADDITIONAL COVERAGES**:

Mold or Mildew

We will pay up to \$250 under this Policy to cover loss or damage to insured property stored within an enclosed **Climate Controlled Storage Space** caused by the presence, growth, proliferation, spread or any activity of fungus (including mold or, mildew and any mycotoxins, spores, scents or by-products produced or released by fungi), wet or dry rot or bacteria to insured property while in the enclosed storage space. However, we will not pay for any loss or damage caused directly or indirectly by flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

Fungus, mold or Spore means:

- a. **Fungus** including, but not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including **mold**, yeast, rusts, mildews, smuts and mushrooms;
- b. **Mold** including, but not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and **fungi** that produce **mold**; and/or
- c. **Spore** including, but not limited to, any dormant or reproductive body produced by or arising or emanating out of any fungus, mold, mildew, plants, organisms or microorganisms.

Climate Controlled Storage Space means:

A storage space in which the temperature is continuously and consistently regulated and maintained, though the use of an HVAC system (heating, ventilation and air conditioning), between a minimum temperature of 50 degrees Fahrenheit and a maximum temperature of 80 degrees Fahrenheit. The storage space will also have ceilings and walls with a minimum insulation R value of 11.

II. Subparagraph **b.** of Paragraph **2.** of **EXCLUSIONS** is deleted in its entirety and replaced with the following:

- b. Presence, growth, proliferation, spread or any activity of fungus (including mold or, mildew and any mycotoxins, spores, scents or by-products produced or released by fungi), wet or dry rot or bacteria (**except as provided under ADDITIONAL COVERAGES**). This exclusion shall not apply to any ensuing physical damage, not otherwise excluded, which itself results from a **COVERED CAUSE OF LOSS**.

All other terms and conditions of the Certificate remain the same.

Authorized Representative

123072 (07/16)	Includes copyrighted material of Insurance Services Office, Inc with permission.	Page 1 of 1
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ENDORSEMENT

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

This endorsement forms a part of the CERTIFICATE OF STORAGE INSURANCE issued by New Hampshire Insurance Company.

This endorsement modifies insurance provided under the following:

CERTIFICATE OF STORAGE INSURANCE

PERSONAL PROPERTY REPLACEMENT COST

The following language is hereby deleted in its entirety:

VALUATION: The value of the insured property will be determined at the time of the loss or damage and will be the least of the following amounts: (1) The Actual Cash Value of the lost or damaged insured property; (2) The cost of repairs to the damaged insured property; (3) The cost of replacing the lost or damaged insured property with other property of like kind and quality

The following language is hereby added:

VALUATION:

The value of the insured property will be determined at the time of the loss or damage and will be the least of the following amounts:

1. The actual cash value of the lost or damaged insured property;
2. The cost of repairs to the damaged insured property;
3. The cost of replacing the lost or damaged insured property with other property of like kind and quality.

For an additional premium, covered causes of loss to the insured property are settled at replacement cost at the time of loss.

1. Property Not Eligible

Property listed below is not eligible for replacement cost settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace.

- a. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.
- b. Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value.

- c. Articles not maintained in good or workable condition.
- d. Articles that are outdated or obsolete.
- e. Vehicles, including a land motor vehicle, trailer, semi-trailer, private passenger car, truck, motorcycle, recreational vehicle, van, boat or personal water craft, camper, RV/motor home, or tractor.

2. Replacement Cost

The following loss settlement procedure applies to all insured property under this endorsement:

- a. We will pay no more than the least of the following amounts:
 - (1) Replacement cost at the time of loss without deduction for depreciation of like kind and quality;
 - (2) The full cost of repair at the time of loss;
 - (3) The "Limit of Coverage" elected by the Insured as shown in the "Election Agreement" under this Policy;
 - (4) Any applicable special limits of liability stated in this policy; or
- b. When the replacement cost for the entire loss under this endorsement is more than \$500, we will pay no more than the actual cash value for the loss or damage until the loss or damaged property is actually repaired or replaced.
- c. You may make a claim for loss on an actual cash value basis and then make claim within 180 days after the loss for any additional liability in accordance with this endorsement.

All other terms and conditions of this policy remain the same.

Authorized Representative

DISTRICT OF COLUMBIA CERTIFICATE OF STORAGE INSURANCE

New Hampshire Insurance Company
175 Water Street, New York, NY 10038
Master Policy # _____

This **Certificate of Storage Insurance** (hereinafter "Certificate") provides evidence of coverage under Master Policy # _____ (hereinafter "Policy"). Various provisions in this Certificate restrict coverage. Read the entire Certificate carefully to determine rights, duties, and what is and is not covered. In this Certificate, the person who is named as a tenant in the **Rental Agreement** and has elected insurance coverage under this Policy will be referred to as "you" and "your". The words "we," "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in bold type have special meaning. Refer to the **DEFINITIONS** section at the end of this Certificate.

INSURING AGREEMENT: We will provide insurance under this Policy in consideration of your payment of the **Premium** corresponding to the **Limit of Coverage** elected by you as shown on the **Election Agreement**. The most we will pay is the **Limit of Coverage** as indicated on the **Election Agreement**. We will not pay more than the **Limit of Coverage** per occurrence for all insured property while in storage within the enclosed storage space described in the **Rental Agreement**. For the purpose of identification and reference, the certificate number assigned on your **Election Agreement** is deemed to be the Certificate Number assigned to this Certificate.

CERTIFICATE PERIOD: The insurance coverage will become effective under each Certificate on the Coverage Effective Date indicated on the **Election Agreement** at 12:01am standard time at the storage facility address shown in the **Rental Agreement**. The insurance attaches from such time until the termination of the **Rental Agreement**, or when cancelled or non-renewed as provided herein. However, coverage will not become effective while the storage facility is under a wildfire, tornado, tropical storm or hurricane watch or warning, until 12:01am the day after the watch or warning is lifted.

PROPERTY INSURED: The personal property insured under this Certificate consists of your personal property while in storage within the enclosed storage space described in the **Rental Agreement**. We will also cover the personal property of others for which you may be liable or have assumed liability prior to a loss while in storage within the enclosed storage space described in the **Rental Agreement**. However, we will not cover the property of the **Owner** whether it is within or outside such enclosed storage space.

COVERED CAUSES OF LOSS: We cover direct physical loss to insured property only while within the enclosed storage space described in the **Rental Agreement** and caused by the following:

1. Fire.
2. Lightning.
3. Windstorm or Hail.
4. Explosion or Sonic Boom.
5. Riot or Civil Commotion, including: (a) Acts of striking employees; and (b) Looting occurring at the time and place of a riot or civil commotion.
6. Aircraft or Vehicles, meaning only physical contact of an aircraft, a spacecraft, a self-propelled missile, a vehicle or an object thrown by a vehicle with the insured property or with the building or structure containing the insured property provided that the exterior of the building containing the insured property is first damaged. This cause of loss includes loss or damage by objects falling from aircraft.
7. Smoke causing sudden and accidental loss or damage.
8. Vandalism, meaning willful and malicious damage to, or destruction of, the insured property.
9. Falling Objects, provided the exterior of the building containing the insured property is first damaged by such falling objects.
10. Weight of Ice, Snow or Sleet.
11. Water Damage except as excluded under subparagraphs 2.b., 2.c., 2.d., 2.e., 2.f. and 2.p. in **EXCLUSIONS**.
12. Earth Movement, including: (a) Earthquake, including any earth sinking, rising or shifting related to such event; (b) Landslide, including any earth sinking, rising or shifting related to such event; or (c) Sinkhole Collapse, meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include: (1) The cost of filling sinkholes; or (2) Sinking or collapse of land into man-made underground cavities.
13. Collapse of Buildings containing the insured property.

ADDITIONAL COVERAGES: We will also provide these additional coverages up to the amounts stated below. These additional coverages do not increase the **Limit of Coverage**.

1. **Burglary:** We will pay up to the percentage of the **Limit of Coverage** you elected in your **Election Agreement** for loss by Burglary. The term Burglary means the act of stealing insured property by forcible entry into the storage space described in the **Rental Agreement**, and must be evidenced by visible signs of forced entry. However, this coverage only applies when such storage space is securely locked at the time of the forcible entry, and does not apply to the lien enforcement procedures by the **Owner**. A missing lock, or the presence of a lock different than the lock placed by you on the storage space, is not sufficient, standing alone, to establish forcible entry. In the event of a Burglary claim, you will bear the burden of proof to establish that a burglary has occurred. In the event of a Burglary Claim, you or the **Owner** must immediately report such Burglary to the appropriate law enforcement agency.
2. **Robbery:** We will pay up to the percentage of the **Limit of Coverage** you elected in your **Election Agreement** for loss by Robbery. The term Robbery means the act of stealing insured property by violence or threat of violence against you or the **Owner** in order to gain unlawful access into the storage space described in the **Rental Agreement**. In the event of a claim of a Robbery, you or the **Owner** must immediately report the Robbery to the appropriate law enforcement agency.
3. **Debris Removal:** We will pay your reasonable expense to remove debris of insured property caused by or resulting from a covered cause of loss up to 25% of the **Limit of Coverage**.
4. **Transit:** We will pay up to 100% of the **Limit of Coverage** for loss by fire or by the collision or overturn of a motor vehicle or trailer upon which insured property is being transported while such property is in transit to or from the storage facility, provided such transit is within 100 miles of the storage space described in the **Rental Agreement**.
5. **Extra Rental Expense:** We will pay up to 25% of the **Limit of Coverage** to cover the reasonable extra expense necessarily incurred by you for the rental of substitute storage when occupancy of the storage space described in the **Rental Agreement** is prevented as a result of direct physical loss or damage to the storage space as a result of a covered cause of loss.
6. **Vermín:** We will pay up to no more than the lesser of twenty five percent (25%) of the **Limit of Coverage** or \$1000 under this Certificate to cover loss or damage by Vermin to insured property while in the enclosed storage space. For the purposes of this Additional Coverage, Vermin means various small animals, including but not limited to rodents, and/or insects that are destructive. However, we will not pay for any loss or damage caused by the Cimicidae family of insects ("bed bugs"). Additionally, we will not pay for loss or damage to insured property under this Additional Coverage if any food, food product or ingestible is stored in the storage space with the insured property.

EXCLUSIONS:

1. Insured property does not include

- a. Accounts, bills, currency, deeds, food stamps, other evidences of debt, contracts, titles, money, notes, securities or lottery tickets;
 - b. Animals;
 - c. Jewelry, watches, semi-precious/precious stones, furs or garments trimmed with fur;
 - d. Firearms and ammunition;
 - e. Contraband, explosives or property in the course of illegal transportation or trade;
 - f. Valuable papers and records, including those which exist as electronic data;
 - g. Photographs;
 - h. Property in the storage facility against which the **Owner** has begun lien enforcement procedures;
 - i. Property not placed within the enclosed storage space described in the **Rental Agreement** (except as provided under Paragraph 4. **Transit of ADDITIONAL COVERAGES**).
2. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:
- a. Wear and tear, gradual deterioration, decay, inherent vice, latent defect, or vermin (except as provided under Paragraph 6. **Vermin of ADDITIONAL COVERAGES**).
 - b. Presence, growth, proliferation, spread or any activity of fungus (including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi), wet or dry rot or bacteria.
 - c. Atmospheric conditions and/or changes in temperature, such as freezing, relative humidity, or the presence of condensation or humidity, moisture or vapor.
 - d. Loss of use or loss of market.
 - e. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.
 - f. Water or other water-borne materials under the surface of the ground that back up or overflow from a sewer, pipe, drain or sump, including such water or water-borne materials that exert pressure on, or seep, leak or flow through a building, sidewalk, driveway, foundation, walls floors, doors, windows or other openings or other structure.
 - g. War, including undeclared or civil war, or warlike action by a military force, including action in hindering, or defending against an actual, or expected attack, by any government, sovereign or other authority using military personnel or naval or other agents; war, including undeclared or civil war.
 - h. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering, or defending against any of these.
 - i. Nuclear reaction or radiation, or radioactive contamination, however caused. But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.
 - j. Intentional loss, meaning any loss arising out of any act that you commit or you conspire to commit with the intent to cause a loss.
 - k. Seizure or destruction of insured property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Certificate.
 - l. Smoke from cigarettes, cigars, pipes or other similar smoking products.
 - m. Your neglect in using all reasonable means to save and preserve the insured property from further damage at and after the time of loss.
 - n. Contaminants or hazardous materials.
 - o. Mysterious disappearance of insured property.
 - p. Mechanical breakdown, short circuiting, blowout or other electrical disturbance to the insured property.

VALUATION: The value of the insured property will be determined at the time of the loss or damage and will be the least of the following amounts: (1) The **Actual Cash Value** of the lost or damaged insured property; (2) The cost of repairs to the damaged insured property; (3) The cost of replacing the lost or damaged insured property with other property of like kind and quality.

PAIR, SET OR PARTS: (1) In case of loss to any part of a pair or set we may: (a) repair or replace any part to restore the pair or set to its valuation before the loss; or (b) pay the difference between the **Actual Cash Value** of the pair or set before and after the loss. (2) In case of loss to any part of covered property, consisting of several parts when complete, we will pay only for the valuation of the lost or damaged part.

OTHER INSURANCE: Except for losses caused by a named hurricane, named tropical storm, tornado, wildfire or an earthquake, if a loss covered by this Certificate is also covered by other insurance; this insurance shall be primary over any other valid and collectible insurance available to you, unless elected otherwise by you. In the event of a loss as a result of a named hurricane or named tropical storm, tornado, wildfire or an earthquake, this Certificate will pay only the proportion of the loss that the **Limit of Coverage** bears to the total amount of insurance covering the loss.

DUTIES IN THE EVENT OF LOSS OR DAMAGE: You must do the following in the event of loss or damage to the insured property: (1) Notify the police in the case of Burglary or Robbery or if a law has been broken. (2) Give us or an authorized claim representative prompt notice within 30 days of the discovery of the loss or damage. Provide us with photographic evidence of the damaged property and a complete inventory of the damaged or stolen property, including quantities, values and the amount of loss claimed. (3) Give us a description of how, when and where the loss or damage occurred, including the names addresses and telephone numbers of any witnesses. (4) Take all reasonable steps to protect the insured property from further damage. (5) Cooperate with us in the investigation or settlement of the loss. (6) File all notices of loss or damage to the insured property within 15 days of you vacating the storage space as described in the **Rental Agreement** or termination of your coverage. (7) In the event of a Transit loss, notify the police, fire department or other appropriate law enforcement agency whenever another party is involved and as per applicable local or state legal requirements.

CONCEALMENT, MISREPRESENTATION AND FRAUD: This Certificate is void in any case of fraud by you as it relates to this Certificate at any time. It is also void if you at any time intentionally conceal or misrepresent a material fact concerning: (1) This Certificate; (2) The insured property; or (3) Your interest in the insured property.

EXAMINATION UNDER OATH: Before recovering for any loss, if requested, you will: (1) Permit us to inspect the damaged property before it is disposed of or repaired; (2) Send us a sworn statement of loss containing the information we request to settle a claim within 60 days of our request; (3) Agree to examinations under oath at our request; (4) Produce others for examination under oath at our request; (5) Provide us with all pertinent records needed to prove the loss; and (6) Cooperate with us in the investigation or settlement of the loss.

APPRAISAL: If you and we disagree on the value of the insured property or the amount of the loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision by any two will be binding. Each party will: (1) Pay its chosen appraiser; and (2) Bear the other expenses of the appraisal and umpire equally. If there is an appraisal, we will still retain our right to deny the claim.

LOSS PAYMENT, OTHER RECOVERIES: We will pay for covered loss or damage within 30 days after we have reached agreement with you on the amount of the loss, or an appraisal award has been made, whichever is earlier. We will not be liable for any part of a loss which has been paid by others.

LEGAL ACTION AGAINST US: No one may bring a legal action against us unless there has been full compliance with all the terms of this insurance and such action is brought within two years after the date on which the physical loss or damage occurred.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US: If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after the loss to impair them.

CHANGES: This Certificate contains agreements between you and us concerning the insurance afforded under the Policy. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

AUTOMATIC TERMINATION OF CERTIFICATE: The insurance evidenced by this Certificate will automatically terminate without notice to you on the date the **Rental Agreement** between you and the **Owner** is terminated.

CANCELLATION OF CERTIFICATE: (1) You may cancel the Certificate by mailing or delivering to us advance written notice of cancellation. (2) We may cancel this Certificate by mailing or delivering to you written notice of cancellation at least 30 days before the effective date of cancellation. At least 5 days before sending notice to you, we will notify the agent or broker, if any, who wrote the Certificate. If this Certificate has been in effect for 30 days or less, we may cancel this Certificate for any reason. If this Certificate has been in effect more than 30 days, we may cancel this Certificate only for one or more of the following reasons: (a) You have refused or failed to pay a **Premium** due under the terms of the Certificate; (b) You have made a material and willful misstatement or omission of fact to us or our employees, agents or brokers in connection with any application to or claim against us; (c) You have transferred your property or other interest to a person other than you or your beneficiary, unless the transfer is permitted under the terms of the Certificate; or (d) The property, interest or use of the property or interest has materially changed with respect to its insurability. (3) We will mail or deliver our notice to you at the last mailing address known to us. (4) Notice of cancellation will state the effective date of cancellation. The Certificate period will end on that date. (5) If this Certificate is cancelled, we will send you any **Premium** refund due. If you cancel this Certificate, **Premium** shall be fully earned for the monthly Certificate Period to which the **Premium** applies. The cancellation will be effective even if we have not made or offered a refund. (6) If notice is mailed, proof of mailing will be sufficient proof of notice.

CONFORMITY WITH STATE STATUTES: If the terms of this Certificate are in conflict with the laws of the state wherein the Certificate is issued, they are hereby amended to conform to such statutes.

DEFINITIONS: (1) **Owner:** means the owner, landlord or operator of the self-storage facility. (2) **Rental Agreement:** means the Lease Rental Agreement, executed and in effect between you and the **Owner**. (3) **Limit of Coverage:** means the maximum amount payable for physical loss or damage to the insured property per occurrence as designated by you in the **Election Agreement**. (4) **Premium:** means the amount shown in the **Election Agreement** as designated by you as the monthly amount payable for the insurance. (5) **Election Agreement** means the Insurance Election Agreement completed by you in order to elect coverage under this Master Policy. (6) **Certificate of Storage Insurance** means the certificate that provides evidence of coverage for an Insured under this Master Policy. (7) **Actual Cash Value:** means the amount calculated that it would cost to repair or replace insured property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. **Actual Cash Value** applies to valuation of insured property regardless of whether that property has sustained partial or total loss or damage. The **Actual Cash Value** of the lost or damaged property may be significantly less than its replacement cost.

NONRENEWAL OF THE CERTIFICATE: If we decide not to renew this Certificate, we will mail or deliver to you, at your last mailing address known to us, written notice of nonrenewal at least 30 days before the expiration date of this Certificate. At least 5 days before sending notice to you, we will notify the agent or broker, if any, who wrote this Certificate. If notice is mailed, proof of mailing will be sufficient proof of notice.

Producer:

Authorized Representative

DISTRICT OF COLUMBIA CERTIFICATE OF VEHICLE STORAGE INSURANCE

New Hampshire Insurance Company
175 Water Street, New York, NY 10038
Master Policy # _____

This **Certificate of Storage Insurance** (hereinafter "Certificate") provides evidence of coverage under Master Policy # _____ (hereinafter "Policy"). Various provisions in this Certificate restrict coverage. Read the entire Certificate carefully to determine rights, duties, and what is and is not covered. In this Certificate, the person who is named as a tenant in the **Rental Agreement** and has elected insurance coverage under this Policy will be referred to as "you" and "your". The words "we," "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in bold type have special meaning. Refer to the **DEFINITIONS** section at the end of this Certificate.

INSURING AGREEMENT: We will provide insurance under this Policy in consideration of your payment of the **Premium** corresponding to the **Limit of Coverage** elected by you as shown on the **Election Agreement**. The most we will pay is the **Limit of Coverage** as indicated on the **Election Agreement**. We will not pay more than the **Limit of Coverage** per occurrence for all insured property while in storage within the storage space described in the **Rental Agreement**. For the purpose of identification and reference, the certificate number assigned on your **Election Agreement** is deemed to be the Certificate Number assigned to this Certificate.

CERTIFICATE PERIOD: The insurance coverage will become effective under each Certificate on the Coverage Effective Date indicated on the **Election Agreement** at 12:01am standard time at the storage facility address shown in the **Rental Agreement**. The insurance attaches from such time until the termination of the **Rental Agreement**, or when cancelled or non-renewed as provided herein. However, coverage will not become effective while the storage facility is under a wildfire, tornado, tropical storm or hurricane watch or warning, until 12:01am the day after the watch or warning is lifted.

PROPERTY INSURED: The personal property insured under this Certificate consists of your **Vehicle** and personal property securely locked within the **Vehicle** while in storage within the storage space described in the **Rental Agreement**. We will also cover **Vehicles** or the personal property of others securely locked within the **Vehicle** while in storage within the storage space described in the **Rental Agreement** for which you may be liable or have assumed liability prior to a loss. However, we will not cover the property of the **Owner** whether it is within or outside such storage space.

COVERED CAUSES OF LOSS: We cover direct physical loss to insured property only while within the storage space described in the **Rental Agreement** and caused by the following:

1. Fire.
2. Explosion or Sonic Boom.
3. Riot or Civil Commotion, including: (a) Acts of striking employees; and (b) Looting occurring at the time and place of a riot or civil commotion.
4. Aircraft or Vehicles, meaning only physical contact of an aircraft, a spacecraft, a self-propelled missile, a vehicle or an object thrown by a vehicle with the insured. This cause of loss includes loss or damage by objects falling from aircraft.
5. Smoke causing sudden and accidental loss or damage.
6. Vandalism, meaning willful and malicious damage to, or destruction of, the insured property.
7. Falling Objects, except as excluded under subparagraphs 2.s. in

EXCLUSIONS.

8. Earth Movement, including: (a) Earthquake, including any earth sinking, rising or shifting related to such event; (b) Landslide, including any earth sinking, rising or shifting related to such event; or (c) Sinkhole Collapse, meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include: (1) The cost of filling sinkholes; or (2) Sinking or collapse of land into man-made underground cavities.

ADDITIONAL COVERAGES: We will also provide these additional coverages up to the amounts stated below. These additional coverages do not increase the **Limit of Coverage**.

1. **Burglary:** We will pay up to the percentage of the **Limit of Coverage** you elected in your **Election Agreement** for loss by Burglary. The term Burglary means the act of stealing insured property within the storage space described in the **Rental Agreement**. This coverage only applies when the **Vehicle** is securely locked at the time of the loss and must be evidenced by visible signs of forcible entry, except in instances where the **Vehicle** is stolen, and does not apply to the lien enforcement procedures by the **Owner**. A missing lock, or the presence of a lock different than the lock placed by you on the **Vehicle**, is not sufficient, standing alone, to establish forcible entry. In the event of a Burglary claim, you will bear the burden of proof to establish that a burglary has occurred. In the event of a Burglary Claim, you or the **Owner** must immediately report such Burglary to the appropriate law enforcement agency.
2. **Robbery:** We will pay up to the percentage of the **Limit of Coverage** you elected in your **Election Agreement** for loss by Robbery. The term Robbery means the act of stealing insured property by violence or threat of violence against you or the **Owner** in order to gain unlawful access to the insured property while stored in the storage space described in the **Rental Agreement**. In the event of a claim of a Robbery, you or the **Owner** must immediately report the Robbery to the appropriate law enforcement agency.
3. **Debris Removal:** We will pay your reasonable expense to remove debris of insured property caused by or resulting from a covered cause of loss up to 25% of the **Limit of Coverage**.
4. **Extra Rental Expense:** We will pay up to 25% of the **Limit of Coverage** to cover the reasonable extra expense necessarily incurred by you for the rental of substitute storage when occupancy of the storage space described in the **Rental Agreement** is prevented as a result of direct physical loss or damage to the storage space as a result of a covered cause of loss.

EXCLUSIONS:

1. **Insured property does not include**
 - a. Accounts, bills, currency, deeds, food stamps, other evidences of debt, contracts, titles, money, notes, securities or lottery tickets;
 - b. Animals;
 - c. Jewelry, watches, semi-precious/precious stones, furs or garments trimmed with fur;
 - d. Firearms and ammunition;
 - e. Contraband, explosives or property in the course of illegal transportation or trade;
 - f. Valuable papers and records, including those which exist as electronic data;
 - g. Photographs;
 - h. Property in the storage facility against which the **Owner** has begun

lien enforcement or eviction procedures;

- i. Property not placed within the storage space described in the **Rental Agreement**.
 - j. Vehicles sold under conditional sale, trust agreement, installment plan or other deferred payment plan once the vehicle leaves the storage space or when "your" interest ceases, whichever first occurs.
2. **We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:**
 - a. Wear and tear, gradual deterioration, decay, inherent vice, latent defect, or vermin.

- b. Presence, growth, proliferation, spread or any activity of fungus (including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi), wet or dry rot or bacteria.
- c. Atmospheric conditions and/or changes in temperature, such as freezing, relative humidity, or the presence of condensation or humidity, moisture or vapor.
- d. Loss of use or loss of market.
- e. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.
- f. Water or other water-borne materials under the surface of the ground that back up or overflow from a sewer, pipe, drain or sump, including such water or water-borne materials that exert pressure on, or seep, leak or flow through a building, sidewalk, driveway, foundation, walls floors, doors, windows or other openings or other structure.
- g. War, including undeclared or civil war, or warlike action by a military force, including action in hindering, or defending against an actual, or expected attack, by any government, sovereign or other authority using military personnel or naval or other agents; war, including undeclared or civil war.
- h. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering, or defending against any of these.
- i. Nuclear reaction or radiation, or radioactive contamination, however caused. But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.
- j. Intentional loss, meaning any loss arising out of any act that you commit or you conspire to commit with the intent to cause a loss.
- k. Seizure or destruction of insured property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Certificate.
- l. Smoke from cigarettes, cigars, pipes or other similar smoking products.
- m. Your neglect in using all reasonable means to save and preserve the insured property from further damage at and after the time of loss.
- n. Contaminants or hazardous materials.
- o. Mysterious disappearance of insured property.
- p. Defective parts or materials.
- q. Faulty work you performed, including work that someone performed on your behalf.
- r. Blowouts, punctures or other road damage to tires or wheels.
- s. Lightning, windstorm or hail.

VALUATION: The value of the insured property will be determined at the time of the loss or damage and will be the least of the following amounts: (1) The **Actual Cash Value** of the lost or damaged insured property; (2) The cost of repairs to the damaged insured property; (3) The cost of replacing the lost or damaged insured property with other property of like kind and quality.

PAIR, SET OR PARTS: (1) In case of loss to any part of a pair or set we may: (a) repair or replace any part to restore the pair or set to its valuation before the loss; or (b) pay the difference between the **Actual Cash Value** of the pair or set before and after the loss. (2) In case of loss to any part of covered property, consisting of several parts when complete, we will pay only for the valuation of the lost or damaged part.

OTHER INSURANCE: Except for losses caused by a named hurricane, named tropical storm, tornado, wildfire or an earthquake, if a loss covered by this Certificate is also covered by other insurance; this insurance shall be primary over any other valid and collectible insurance available to you, unless elected otherwise by you. In the event of a loss as a result of a named hurricane or named tropical storm, tornado, wildfire or an earthquake, this Certificate will pay only the proportion of the loss that the **Limit of Coverage** bears to the total amount of insurance covering the loss.

DUTIES IN THE EVENT OF LOSS OR DAMAGE: You must do the following in the event of loss or damage to the insured property: (1) Notify the police in the case of Burglary or Robbery or if a law has been broken. (2) Give us or an authorized claim representative prompt notice within 30 days of the discovery of the loss or damage. Provide us with photographic evidence of the damaged property and a complete inventory of the damaged or stolen property, including quantities, values and the amount of loss claimed. (3) Give us a description of how, when and where the loss or damage occurred, including the names addresses and telephone numbers of any witnesses. (4) Take all reasonable steps to protect the insured property from further damage. (5) Cooperate with us in the investigation or settlement of the loss. (6) File all notices of loss or damage to the insured property within 15 days of you vacating the storage space as described in the **Rental Agreement** or termination of your coverage.

CONCEALMENT, MISREPRESENTATION AND FRAUD: This Certificate is void in any case of fraud by you as it relates to this Certificate at any time. It is also void if you at any time intentionally conceal or misrepresent a material fact concerning: (1) This Certificate; (2) The insured property; or (3) Your interest in the insured property.

EXAMINATION UNDER OATH: Before recovering for any loss, if requested, you will: (1) Permit us to inspect the damaged property before it is disposed of or repaired; (2) Send us a sworn statement of loss containing the information we request to settle a claim within 60 days of our request; (3) Agree to examinations under oath at our request; (4) Produce others for examination under oath at our request; (5) Provide us with all pertinent records needed to prove the loss; and (6) Cooperate with us in the investigation or settlement of the loss.

APPRAISAL: If you and we disagree on the value of the insured property or the amount of the loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision by any two will be binding. Each party will: (1) Pay its chosen appraiser; and (2) Bear the other expenses of the appraisal and umpire equally. If there is an appraisal, we will still retain our right to deny the claim.

LOSS PAYMENT, OTHER RECOVERIES: We will pay for covered loss or damage within 30 days after we have reached agreement with you on the amount of the loss, or an appraisal award has been made, whichever is earlier. We will not be liable for any part of a loss which has been paid by others.

LEGAL ACTION AGAINST US: No one may bring a legal action against us unless there has been full compliance with all the terms of this insurance and such action is brought within two years after the date on which the physical loss or damage occurred.

TRANSFER OF RIGHTS OF RECOVERY AGAINST US TO US: If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after the loss to impair them.

CHANGES: This Certificate contains agreements between you and us concerning the insurance afforded under the Policy. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

AUTOMATIC TERMINATION OF CERTIFICATE: The insurance evidenced by this Certificate will automatically terminate without notice to you on the date the **Rental Agreement** between you and the **Owner** is terminated.

CANCELLATION OF CERTIFICATE: (1) You may cancel the Certificate by mailing or delivering to us advance written notice of cancellation. (2) We may cancel this Certificate by mailing or delivering to you written notice of cancellation at least 30 days before the effective date of cancellation. At least 5 days before sending notice to you, we will notify the agent or broker, if any, who wrote the Certificate. If this Certificate has been in effect for 30 days or less, we may cancel this Certificate for any reason. If this Certificate has been in effect more than 30 days, we may cancel this Certificate only for one or more of the following reasons: (a) You have refused or failed to pay a **Premium** due under the terms of the Certificate; (b) You have made a material and willful misstatement or omission of fact to us or our employees, agents or brokers in connection with any application to or claim against us; (c) You have transferred your property or other interest to a person other than you or your beneficiary, unless the transfer is permitted under the terms of the Certificate; or (d) The property, interest or use of the property or interest has materially changed with respect to its insurability. (3) We will mail or deliver our notice to you at the last mailing address known to us. (4) Notice of cancellation will state the effective date of cancellation. The Certificate period will end on that date. (5) If this Certificate is cancelled, we will send you any **Premium** refund due. If you cancel this Certificate, **Premium** shall be fully earned for the monthly Certificate Period to which the **Premium** applies. The cancellation will be effective even if we have not made or offered a refund. (6) If notice is mailed, proof of mailing will be sufficient proof of notice.

CONFORMITY WITH STATE STATUTES: If the terms of this Certificate are in conflict with the laws of the state wherein the Certificate is issued, they are hereby amended to conform to such statutes.

DEFINITIONS: (1) **Owner:** means the owner, landlord or operator of the self-storage facility. (2) **Rental Agreement:** means the Lease Rental Agreement, executed and in effect between you and the **Owner**. (3) **Limit of Coverage:** means the maximum amount payable for physical loss or damage to the insured property per occurrence as designated by you in the **Election Agreement**. (4) **Premium:** means the amount shown in the **Election Agreement** as designated by you as the monthly amount payable for the insurance. (5) **Election Agreement** means the Insurance Election Agreement completed by you in order to elect coverage under this Master Policy. (6) **Certificate of Storage Insurance** means the certificate that provides evidence of coverage for an Insured under this Master Policy. (7) **Actual Cash Value:** means the amount calculated that it would cost to repair or replace insured property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. **Actual Cash Value** applies to valuation of insured property regardless of whether that property has sustained partial or total loss or damage. The **Actual Cash Value** of the lost or damaged property may be significantly less than its replacement cost. (8) **Vehicle:** means a land motor vehicle, trailer, semi-trailer, private passenger car, truck, motorcycle, recreational vehicle, van, boat or personal water craft, camper, RV/motor home, or tractor.

NONRENEWAL OF THE CERTIFICATE: If we decide not to renew this Certificate, we will mail or deliver to you, at your last mailing address known to us, written notice of nonrenewal at least 30 days before the expiration date of this Certificate. At least 5 days before sending notice to you, we will notify the agent or broker, if any, who wrote this Certificate. If notice is mailed, proof of mailing will be sufficient proof of notice.

Producer:

Authorized Representative

SERFF Tracking #:	AGNY-130787701	State Tracking #:		Company Tracking #:	AIG-16-IM-03
State:	District of Columbia	Filing Company:	New Hampshire Insurance Company		
TOI/Sub-TOI:	09.0 Inland Marine/09.0005 Other Commercial Inland Marine				
Product Name:	StorSmart Insurance Program / 151640868				
Project Name/Number:	StorSmart Insurance Program/AIG-16-IM-03				

Rate Information

Rate data does NOT apply to filing.

State:	District of Columbia	Filing Company:	New Hampshire Insurance Company
TOI/Sub-TOI:	09.0 Inland Marine/09.0005 Other Commercial Inland Marine		
Product Name:	StorSmart Insurance Program / 151640868		
Project Name/Number:	StorSmart Insurance Program/AIG-16-IM-03		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	Not Applicable
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	Not Applicable
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	Not Applicable
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	Not Applicable - Filing is being submitted by the insurer.
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Explanatory Memorandum
Comments:	
Attachment(s):	Explanatory Memo - StorSmart (CW).pdf
Item Status:	
Status Date:	

Satisfied - Item:	Blacklines - Form
Comments:	
Attachment(s):	108021 (4-11) DC Certificate of Storage Insurance.pdf
Item Status:	
Status Date:	

SERFF Tracking #:	AGNY-130787701	State Tracking #:		Company Tracking #:	AIG-16-IM-03
State:	District of Columbia			Filing Company:	New Hampshire Insurance Company
TOI/Sub-TOI:	09.0 Inland Marine/09.0005 Other Commercial Inland Marine				
Product Name:	StorSmart Insurance Program / 151640868				
Project Name/Number:	StorSmart Insurance Program/AIG-16-IM-03				

New Hampshire Insurance Company
StorSmart Insurance Program
Filing Revision – Rates, Rules and Forms

Filing Memorandum

New Hampshire Insurance Company (“the Company or NHIC”) submits for your review and approval a revision to its Independent Storage (or “Storsmart Insurance”) Program.

We are making the following material changes to our program:

Forms:

- Revised certificate of insurance and split it into two certificates (The main differences are related to the location of the exposure as noted below (see redlined version for all other changes).

Inside - PROPERTY INSURED: The personal property insured under this Certificate consists of your personal property while in storage within the enclosed storage space described in the **Rental Agreement**. We will also cover the personal property of others for which you may be liable or have assumed liability prior to a loss while in storage within the enclosed storage space described in the **Rental Agreement**. However, we will not cover the property of the **Owner** whether it is within or outside such enclosed storage space.

Outside - PROPERTY INSURED: The personal property insured under this Certificate consists of your **Vehicle** and personal property securely locked within the **Vehicle** while in storage within the storage space described in the **Rental Agreement**. We will also cover the Vehicles or personal property of others securely locked within the **Vehicle** while in storage within the storage space described in the **Rental Agreement** for which you may be liable or have assumed liability prior to a loss. However, we will not cover the property of the **Owner** whether it is within or outside such storage space.

- Added flood coverage endorsement (optional)
- Added mold/mildew endorsement (optional)
- Added replacement cost endorsement (optional)
- Added limited vermin coverage to base policy (mandatory)

Rates/Rules:

- **Adding flood coverage endorsement, 13% surcharge** - Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not to insured property while in the enclosed storage space
- **Adding replacement cost of property coverage endorsement, 15% surcharge**
- **Add limited mold coverage (nominal additional exposure, no change to rates)** - we will pay up to \$250 under this Policy to cover loss or damage to insured property stored within an enclosed Climate Controlled Storage Space caused by the Presence, growth, proliferation, spread or any activity of fungus (including mold or, mildew and any mycotoxins, spores, scents or by-products produced or released by fungi), wet or dry rot or bacteria to insured property while in the enclosed storage space
- **Added limited vermin coverage to base rates, 10% surcharge** - we will pay up to no more than the lesser of twenty five percent (25%) of the Limit of Coverage or \$1000 under this Certificate to cover loss or damage by Vermin to insured property while in the enclosed storage space. For the purposes of this Additional Coverage, Vermin means various small animals, including but not limited to rodents, and/or insects that are destructive. However, we will not pay for any loss or damage caused by the Cimicidae family of insects (“bed bugs”). Additionally, we will not pay for loss or damage to insured property under this Additional Coverage if any food, food product or ingestible is stored in the storage space with the insured property.
- **Revised rounding rule**

DISTRICT OF COLUMBIA CERTIFICATE OF STORAGE INSURANCE

New Hampshire Insurance Company
175 Water Street, New York, NY 10038
Master Policy # _____

This **Certificate of Storage Insurance** (hereinafter "Certificate") provides evidence of coverage under Master Policy # _____ (hereinafter "Policy"). Various provisions in this Certificate restrict coverage. Read the entire Certificate carefully to determine rights, duties, and what is and is not covered. In this Certificate, the person who is named as a tenant in the **Rental Agreement** and has elected insurance coverage under this Policy will be referred to as "you" and "your". The words "we," "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in bold type have special meaning. Refer to the **DEFINITIONS** section at the end of this Certificate.

INSURING AGREEMENT: We will provide insurance under this Policy in consideration of your payment of the **Premium** corresponding to the **Limit of Coverage** elected by you as shown on the **Election Agreement**. The most we will pay is the **Limit of Coverage**, ~~in excess of the \$100 deductible, unless such deductible is waived~~, as indicated on the **Election Agreement**. We will not pay more than the **Limit of Coverage** per occurrence for all insured property while in storage within the enclosed storage space described in the **Rental Agreement**. For the purpose of identification and reference, the certificate number assigned on your **Election Agreement** is deemed to be the Certificate Number assigned to this Certificate.

CERTIFICATE PERIOD: The insurance coverage will become effective under each Certificate on the Coverage Effective Date indicated on the **Election Agreement** at 12:01am standard time at the storage facility address shown in the **Rental Agreement**. The insurance attaches from such time until the termination of the **Rental Agreement**, or when cancelled ~~or non-renewed~~ as provided herein. However, coverage will not become effective while the storage facility is under a wildfire, tornado, tropical storm or hurricane watch or warning, until 12:01am the day after the watch or warning is lifted.

PROPERTY INSURED: The personal property insured under this Certificate consists of your personal property while in storage within the enclosed storage space described in the **Rental Agreement**. We will also cover the personal property of others for which you may be liable or have assumed liability prior to a loss while in storage within the enclosed storage space described in the **Rental Agreement**. However, we will not cover the property of the **Owner** whether it is within or outside such enclosed storage space.

COVERED CAUSES OF LOSS: We cover direct physical loss to insured property only while within the enclosed storage space described in the **Rental Agreement** and caused by the following:

1. Fire.
2. Lightning.
3. Windstorm or Hail.
4. Explosion or Sonic Boom.
5. Riot or Civil Commotion, including: (a) Acts of striking employees; and (b) Looting occurring at the time and place of a riot or civil commotion.
6. Aircraft or Vehicles, meaning only physical contact of an aircraft, a spacecraft, a self-propelled missile, a vehicle or an object thrown ~~up~~ by a vehicle with the insured property or with the building or structure containing the insured property: provided that the exterior of the building containing the insured property is first damaged. This cause of loss includes loss or damage by objects falling from aircraft.
7. Smoke causing sudden and accidental loss or damage.
8. Vandalism, meaning willful and malicious damage to, or destruction of, the insured property.
9. Falling Objects, provided the exterior of the building containing the insured property is first damaged by such falling objects.
10. Weight of Ice, Snow or Sleet.
11. Water Damage except as excluded under subparagraphs 2.b., 2.c., 2.d., 2.e., 2.f. and 2.p. in **EXCLUSIONS**.
12. Earth Movement, including: (a) Earthquake, including any earth sinking, rising or shifting related to such event; (b) Landslide, including any earth sinking, rising or shifting related to such event; or (c) Sinkhole Collapse, meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include: (1) The cost of filling sinkholes; or (2) Sinking or collapse of land into man-made underground cavities.
13. Collapse of Buildings containing the insured property.

ADDITIONAL COVERAGES: We will also provide these additional coverages up to the amounts stated below, ~~subject to the Deductible~~. These additional coverages do not increase the **Limit of Coverage**.

1. **Burglary:** We will pay up to the percentage of the **Limit of Coverage** you elected in your **Election Agreement** for loss by Burglary. The term Burglary means the act of stealing insured property by forcible entry into the storage space described in the **Rental Agreement**, and must be evidenced by visible signs of forced entry. However, this coverage only applies when such storage space is securely locked at the time of the forcible entry, and does not apply to the lien enforcement procedures by the **Owner**. A missing lock, or the presence of a lock different than the lock placed by you on the storage space, is not sufficient, standing alone, to establish forcible entry. In the event of a Burglary claim, you will bear the burden of proof to establish that a burglary has occurred. In the event of a Burglary Claim, you or the **Owner** must immediately report such Burglary to the appropriate law enforcement agency.
2. **Robbery:** We will pay up to the percentage of the **Limit of Coverage** you elected in your **Election Agreement** for loss by Robbery. The term Robbery means the act of stealing insured property by violence or threat of violence against you or the ~~"Owner/Owner"~~ in order to gain unlawful access into the storage space described in the ~~"Rental Agreement"~~. In the event of a claim of a Robbery, you or the ~~"Owner"~~ must immediately report the Robbery to the appropriate law enforcement agency.
3. **Debris Removal:** We will pay your reasonable expense to remove debris of insured property caused by or resulting from a covered cause of loss up to 25% of the **Limit of Coverage**.
4. **Transit:** We will pay up to 100% of the **Limit of Coverage** for loss by fire or by the collision or overturn of a motor vehicle or trailer upon which insured property is being transported while such property is in transit to or from the storage facility, provided such transit is within 100 miles of the storage space described in the **Rental Agreement**.
5. **Extra Rental Expense:** We will pay up to 25% of the **Limit of Coverage** to cover the reasonable extra expense necessarily incurred by you for the rental of substitute storage when occupancy of the storage space described in the **Rental Agreement** is prevented as a result of direct physical loss or damage to the storage space as a result of a covered cause of loss.
6. **Vermin:** We will pay up to no more than the lesser of twenty five percent (25%) of the Limit of Coverage or \$1000 under this Certificate to cover loss or damage by Vermin to insured property while in the enclosed storage space. For the purposes of this Additional Coverage, Vermin means various small animals, including but not limited to rodents, and/or insects that are destructive. However, we will not pay for any loss or damage caused by the Cimicidae family of insects ("bed bugs"). Additionally, we will not pay for loss or damage to insured property under this Additional Coverage if any food, food product or ingestible is stored in the storage space with the insured property.

EXCLUSIONS:

1. Insured property does not include

- a. Accounts, bills, currency, deeds, food stamps, other evidences of debt, contracts, titles, money, notes, securities or lottery tickets;
 - b. Animals;
 - c. Jewelry, watches, semi-precious/precious stones, furs or garments trimmed with fur;
 - ~~d. Broken glass or similar fragile articles such as statuary, marble, chinaware and porcelains;~~
 - ~~e. d. Firearms and ammunition;~~
 - ~~fg. Contraband, explosives or property in the course of illegal transportation or trade;~~
- (EXCLUSIONS continued on Page 2)

EXCLUSIONS (Continued)

- ~~gf. Valuable papers and records, including those which exist as electronic data;~~
 - ~~hg. Photographs;~~
 - ~~ih. Property in the storage facility against which the Owner has begun lien enforcement procedures;~~
 - ~~ji. Property not placed within the enclosed storage space described in the Rental Agreement (except as provided under Paragraph 4. Transit of ADDITIONAL COVERAGES).~~
- ### 2. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:
- a. Wear and tear, gradual deterioration, decay, inherent vice, latent defect, or vermin- ~~(except as provided under Paragraph 6. Vermin of ADDITIONAL COVERAGES).~~
 - b. Presence, growth, proliferation, spread or any activity of fungus (including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi), wet or dry rot or bacteria.
 - c. Atmospheric conditions and/or changes in temperature, such as freezing, ~~relative humidity, or the presence of condensation or humidity, moisture or vapor.~~
 - d. Loss of use or loss of market.

DEDUCTIBLE: We will not pay for loss until the amount of the loss exceeds the \$100 Deductible, unless such deductible is waived, as indicated on the Election Agreement. We will pay the amount of the loss in excess of the Deductible up to the applicable Limit of Coverage.

VALUATION: The value of the insured property will be determined at the time of the loss or damage and will be the least of the following amounts: (1) The ~~actual cash value~~ **Actual Cash Value** of the lost or damaged insured property; (2) The cost of repairs to the damaged insured property; (3) The cost of replacing the lost or damaged insured property with other property of like kind and quality.

PAIR, SET OR PARTS: (1) In case of loss to any part of a pair or set we may: (a) repair or replace any part to restore the pair or set to its valuation before the loss; or (b) pay the difference between the ~~actual cash value~~ **Actual Cash Value** of the pair or set before and after the loss. (2) In case of loss to any part of covered property, consisting of several parts when complete, we will pay only for the valuation of the lost or damaged part.

OTHER INSURANCE: Except for losses caused by a named hurricane, named tropical storm, tornado, ~~wildfire~~ or an earthquake, if a loss covered by this Certificate is also covered by other insurance; this insurance shall be primary over any other valid and collectible insurance available to you, unless elected otherwise by you. In the event of a loss as a result of a named hurricane or named tropical storm, tornado, ~~wildfire~~ or an earthquake, this Certificate will pay only the proportion of the loss that the **Limit of Coverage** bears to the total amount of insurance covering the loss.

DUTIES IN THE EVENT OF LOSS OR DAMAGE: You must do the following in the event of loss or damage to the insured property: (1) Notify the police ~~in the case of Burglary or Robbery or~~ if a law has been broken. (2) Give us or an authorized claim representative prompt notice within 30 days of the discovery of the loss or damage. ~~Include a description of the property involved and your interest in the property. Provide us with photographic evidence of the damaged property and a complete inventory of the damaged or stolen property, including quantities, values and the amount of loss claimed.~~ (3) Give us a description of how, when and where the loss or damage occurred, including the names addresses and telephone numbers of any witnesses. (4) Take all reasonable steps to protect the insured property from further damage. ~~(5) Cooperate with us in the investigation or settlement of the loss.~~ (6) File all notices of loss or damage to the insured property within **515** days of you vacating the storage space as described in the **Rental Agreement** or termination of your coverage. ~~(7) In the event of a Transit loss, notify the police, fire department or other appropriate law enforcement agency whenever another party is involved and as per applicable local or state legal requirements.~~

CONCEALMENT, MISREPRESENTATION AND FRAUD: This Certificate is void in any case of fraud by you as it relates to this Certificate at any time. It is also void if you at any time intentionally conceal or misrepresent a material fact concerning: (1) This Certificate; (2) The insured property; or (3) Your interest in the insured property.

EXAMINATION UNDER OATH: Before recovering for any loss, if requested, you will: (1) Permit us to inspect the damaged property before it is disposed of or repaired; (2) Send us a sworn statement of loss containing the information we request to settle a claim within 60 days of our request; (3) Agree to examinations under oath at our request; (4) Produce others for examination under oath at our request; (5) Provide us with all pertinent records needed to prove the loss; and (6) Cooperate with us in the investigation or settlement of the loss.

APPRAISAL: If you and we disagree on the value of the insured property or the amount of the loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision by any two will be binding. Each party will: (1) Pay its chosen appraiser; and (2) Bear the other expenses of the appraisal and umpire equally. If there is an appraisal, we will still retain our right to deny the claim.

- e. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.
- f. Water or other water-borne materials under the surface of the ground that back up or overflow from a sewer, pipe, drain or sump, including such water or water-borne materials that exert pressure on, or seep, leak or flow through a building, sidewalk, driveway, foundation, walls, floors, doors, windows or other openings or other structure.
- g. War, including undeclared or civil war, or warlike action by a military force, including action in hindering, or defending against an actual, or expected attack, by any government, sovereign or other authority using military personnel or naval or other agents; war, including undeclared or civil war.
- h. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering, or defending against any of these.
- i. Nuclear reaction or radiation, or radioactive contamination, however caused. But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.
- j. Intentional loss, meaning any loss arising out of any act that you commit or you conspire to commit with the intent to cause a loss.
- k. Seizure or destruction of insured property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Certificate.
- l. Smoke from cigarettes, cigars, pipes or other similar smoking products.
- m. Your neglect in using all reasonable means to save and preserve the insured property from further damage at and after the time of loss.
- n. Contaminants or hazardous materials.
- o. Mysterious disappearance of insured property.
- ~~p. Accidental discharge of substances from within plumbing, heating, air conditioning or fire protective systems.~~
- ~~qp. Mechanical breakdown, short circuiting, blowout or other electrical disturbance to the insured property.~~

LOSS PAYMENT, OTHER RECOVERIES: We will pay for covered loss or damage within 30 days after we have reached agreement with you on the amount of the loss, or an appraisal award has been made, whichever is earlier. We will not be liable for any part of a loss which has been paid by others.

LEGAL ACTION AGAINST US: No one may bring a legal action against us unless there has been full compliance with all the terms of this insurance and such action is brought within two years after the date on which the physical loss or damage occurred.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US: If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after the loss to impair them.

CHANGES: This Certificate contains agreements between you and us concerning the insurance afforded under the Policy. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

AUTOMATIC TERMINATION OF CERTIFICATE: The insurance evidenced by this Certificate will automatically terminate without notice to you on the date the **Rental Agreement** between you and the **Owner** is terminated.

CANCELLATION OF CERTIFICATE: (1) You may cancel the Certificate by mailing or delivering to us advance written notice of cancellation. (2) We may cancel this Certificate by mailing or delivering to you written notice of cancellation at least 30 days before the effective date of cancellation. At least 5 days before sending notice to you, we will notify the agent or broker, if any, who wrote the Certificate. If this Certificate has been in effect for 30 days or less, we may cancel this Certificate for any reason. If this Certificate has been in effect more than 30 days, we may cancel this Certificate only for one or more of the following reasons: (a) You have refused or failed to pay a **Premium** due under the terms of the Certificate; (b) You have made a material and willful misstatement or omission of fact to us or our employees, agents or brokers in connection with any application to or claim against us; (c) You have transferred your property or other interest to a person other than you or your beneficiary, unless the transfer is permitted under the terms of the Certificate; or (d) The property, interest or use of the property or interest has materially changed with respect to its insurability. (3) We will mail or deliver our notice to you at the last mailing address shown in the Election Agreement known to us. (4) Notice of cancellation will state the effective date of cancellation. The Certificate period will end on that date. (5) If this Certificate is cancelled, we will send you any **Premium** refund due. If you cancel this Certificate, Premium shall be fully earned for the monthly Certificate Period to which the Premium applies. The cancellation will be effective even if we have not made or offered a refund. (6) If notice is mailed, proof of mailing will be sufficient proof of notice.

CONFORMITY WITH STATE STATUTES: If the terms of this Certificate are in conflict with the laws of the state wherein the Certificate is issued, they are hereby amended to conform to such statutes.

DEFINITIONS: (1) **Owner:** means the owner, landlord or operator of the self-storage facility. (2) **Rental Agreement:** means the Lease Rental Agreement, executed and in effect between you and the **Owner**. (3) **Limit of Coverage:** means the maximum amount ~~(subject to the deductible)~~ payable for physical loss or damage to the insured property per occurrence as designated by you in the **Election Agreement**. (4) **Premium:** means the amount shown in the **Election Agreement** as designated by you as the monthly amount payable for the insurance. (5) **Election Agreement** means the ~~Personal Property~~ Insurance Election Agreement completed by you in order to elect coverage under this Master Policy. (6) **Certificate of Storage Insurance** means the certificate that provides evidence of coverage for an Insured under this Master Policy. (7) **Actual Cash Value:** means the amount calculated that it would cost to repair or replace insured property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual Cash Value applies to valuation of insured property regardless of whether that property has sustained partial or total loss or damage. The Actual Cash Value of the lost or damaged property may be significantly less than its replacement cost.

NONRENEWAL OF THE CERTIFICATE: If we decide not to renew this Certificate, we will mail or deliver to you, at your last mailing address known to us, written notice of nonrenewal at least 30 days before the expiration date of this Certificate. At least 5 days before sending notice to you, we will notify the agent or broker, if any, who wrote this Certificate. If notice is mailed, proof of mailing will be sufficient proof of notice.

Producer:

Authorized Representative